CHESTERFIELD COUNTY PURCHASING DEPARTMENT CHESTERFIELD, VIRGINIA (804) 748-1617 June 13, 2006



REQUEST FOR PROPOSAL #06-5137-9323

ARCHITECTURAL/ENGINEERING SERVICES FOR DESIGN OF THE CHESTERFIELD COUNTY FIRE STATION NUMBER 21

DUE: July 13, 2006

Request For Proposal Prepared By
Donna R. Clarke, CPPB
Senior Contract Officer
Purchasing Department
www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp

1. **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit qualified and interested firms to submit proposals for Architectural/Engineering Services for Design of the Chesterfield County Fire Station Number 21.

- 2. GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL
- 2.1 Submittals, in six (6) copies, marked "Architectural/Engineering Services for Design of the Chesterfield County Fire Station Number 21" will be received no later than 5:00 P.M., Local Time Prevailing, on July 13, 2006, in:

Chesterfield County Purchasing Department Administration Building, Room 402, Fourth Floor 9901 Lori Road P. O. Box 51 Chesterfield, VA 23832-0001

- 2.2 Should you decide to utilize an express delivery service, please note that we are located at the Intersection of Ironbridge Road (State Route 10) and Lori Road. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 2.3 Mark outside of envelope with RFP #06-5137-9323 and proposal subject, "Architectural/Engineering Services for Design of the Chesterfield County Fire Station Number 21".
- 2.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Section 2.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- 2.5 In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-proposal meeting and/or receipt of proposals, the pre-proposal meeting and/or published due date will default to the next open business day at the same time.
- 2.6 If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
- 2.7 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County reserves the right to award in part, in whole, and/or to award to multiple contractors, or to reject any or all proposals received. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.

- 2.8 Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.
- 2.9 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.
- 2.10 For information pertaining to the award on this procurement transaction, offerors may access public notification electronically at www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp.
- 2.11 Proprietary Information: Section 2.2-4342 F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Proposals not in compliance with section 2.2-4342 F will be subject to disclosure.
- 2.12 Total Quality Improvement Initiative: In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the TOTAL QUALITY concept in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's TOTAL QUALITY IMPROVEMENT (TQI) initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to Request for Proposals.

Chesterfield County is a leader in the application of innovative and successful management approaches. The County's leadership has resulted in numerous awards and broad recognition of the County and its employees. A constantly growing demand for additional and enhanced services has prompted the County to seek even higher levels of innovation and service excellence.

The TQI initiative is led by front line workers, supervisors, department directors, and the County's Leadership Group. Their intensive involvement in quality improvement demonstrates the County's commitment to the TQI values and principles of the initiative.

The TQI initiative includes specific guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of TQI demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the TQI Initiative. The County's organizational values center on customer focus, ethical behavior, teamwork, leadership, continuous improvement, open communications, employee involvement, progressive thinking, and data driven decisions. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

- 2.13 The County's Definition of Total Quality Improvement: TQI is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.
- 2.14 Chesterfield County's TQI Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.
- 2.15 Commitment to Diversity and Chesterfield Businesses: Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeror shall furnish data requested on the Certification of Subcontractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

2.16 Definitions - For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts. (Reference: 2.2-1401 of the *Code of Virginia*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

3. SELECTED TERMS AND CONDITIONS OF THE CONTRACT

3.1 Non-Appropriation: The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year.

- 3.2 Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Chesterfield and the contractor, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.
- 3.3 Termination: It shall be the sole right of the County, to terminate any contract upon written notification to the Contractor.
- 3.4 Nondiscrimination Clause: In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:
 - A. During the performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - B. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 3.5 Right To Audit: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

- Insurance: The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a Certificate of Insurance, naming Chesterfield County as additionally insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.
- 3.7 Drug Free Workplace: During the performance of this contract, the contractor agrees to:
 - A. Provide a drug-free workplace for the contractor's employees
 - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
 - C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 3.8 Environmental Management: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804) 717-6531.
- 3.9 Faith-based Organization: Chesterfield County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section 2.2-4343.1.

3.10 Finance Charges: Chesterfield County will not pay any finance charges imposed on any invoices submitted by the contractor relative to this RFP.

4. BACKGROUND

4.1 The Chesterfield County Fire Station Number 21, to be located in southern Chesterfield County near the intersection of U.S. Route 1 and Harrowgate Road, is proposed to be a two-bay design of approximately 12,000 square feet in size with an anticipated design completion date of mid to late 2007.

5. SCOPE OF SERVICES

- 5.1 The A/E will be responsible for providing a full range of professional services for this project which includes, but is not limited to, civil engineering, landscape design, basic professional architectural/ engineering services, interior design, and any other associated professional services. The A/E will serve as the Special Inspector, perform construction administration, and assist in systems testing, owner occupancy, and project closeout.
- 5.2 Offerors should address their ability to provide all services required to successfully complete the project. Services should include, at a minimum, the following:

A. Project Orientation and Program

- Meet with county and Fire Department officials to gain a detailed understanding of the project requirements and general parameters under which the project will be designed.
- 2. Develop a program document.
- 3. Prepare project budget within the constraints of available funding.
- 4. Review project schedule.

B. Schematic Design, Design Development, and Construction Documents

- 1. Evaluate existing infrastructure and design all necessary site improvements (onsite & off-site), including landscaping.
- 2. Review the subsurface exploration report.
- 3. Generate schematics and design development drawings.
- 4. Generate construction documents.
- 5. Coordinate site design through the county's development departments, which may require presentations to or on behalf of the county.
- 6. Provide detailed independent professional estimates of probable construction costs.

C. <u>Bid and Award/Construction Administration</u>

- 1. Assist in preparation of invitation for bids, advertising, distribution of bid documents, and award of contract.
- 2. Review submittals, requests for information from contractor, change order requests, pay applications, schedules, construction progress and quality.
- 3. Administer project meetings and generate detailed reporting.
- 4. Act as Special Inspector in accordance with the Virginia Uniform Statewide Building Code.
- 5. Compile, review and process closeout documentation and assist owner in systems testing and occupancy.

6. **COUNTY RESPONSIBILITIES**

- 6.1 Provide all information in possession of the county which relates to the county's requirements for the project.
- 6.2 Assist in obtaining permission to enter upon public and private property as required.
- 6.3 Acquire the necessary easements and/or property.
- 6.4 Examine all studies, test results, reports, sketches, drawings, specifications, and proposals, and other documents presented by the A/E.
- 6.5 Pay all advertising costs necessary to obtain bids.

7. PROPOSAL INCLUSIONS

- 7.1 Include a list of approximately five clients for whom similar projects have been performed, who could attest to quality of previous work, timeliness, diligence, and ability to meet budget and schedule. Include contact persons, addresses, and telephone numbers.
- 7.2 Include resumes of all key individuals of the firm and of the subcontractors who would be involved in this project. Resumes should adequately describe educational background, specific area of expertise, and related experience with fire stations.

8. QUALITY COMMITMENT

- 8.1 Chesterfield County has adopted best management practices to ensure the highest quality of products and services are provided to its citizens. With this goal in mind, offerors are required to demonstrate they possess and utilize appropriate quality management systems which result in customer satisfaction and continuous improvement.
- 8.2 To satisfy these requirements, the offeror must demonstrate their firm's commitment to best management practices and providing services with the highest possible level of quality throughout all phases of work. Proposals must demonstrate, at a minimum, (1) a complete understanding of the processes utilized within the organization to ensure quality and (2) graphical demonstrations that outline quality and process management within the organization and how they relate with sub consultants and with the owner. These criteria shall not be satisfactorily met by indicating that the offeror has a quality control process or manual that meets the goals that have been established by Chesterfield County. The response to quality must be deliberate and contain sufficient evidence

that the firm has adopted quality and best management practices as an integral part of the organization. As a part of the response to this request, offerors shall demonstrate the following:

- A. Show the organization's design process, e.g. process map, flow charts.
- B. Show cycle time for process, e.g. Gantt chart, milestone chart.
- C. Show historical data on budget and change orders, e.g. Pareto charts identifying the reasons for all change orders and frequency of occurrence.
- D. Demonstrate processes in place to recognize, track and analyze project change orders due to errors and omissions (including those caused by any sub consultants) and discuss how these processes are utilized to minimize future occurrences.
- E. Demonstrate customer satisfaction data, e.g. Indicate that there are systems in place allowing for a proactive approach to collecting customer satisfaction data. Demonstrate how this data is collected and analyzed and what actions are taken on the data results.

9. SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

9.1 **EVALUATION CRITERIA**

- 9.1.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.
 - A. Demonstration of the offeror's overall ability to perform architectural/engineering services specifically related to fire stations.
 - B. Depth and variety of all staff disciplines available to the county with a clear identification of those which will be subcontracted to others.
 - C. Managerial capabilities including ability to manage several projects simultaneously; demonstration of ability to meet the anticipated design schedule; approach to the project; and demonstrated systematic approach to quality assurance and interdisciplinary coordination methodologies throughout the various design phases as well as construction administration.
 - D. Demonstrated knowledge of local conditions and physical proximity with ability to respond on project site within two (2) hours.

9.2 BASIS FOR AWARD

9.2.1 The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the County may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding

estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

9.3 **REFERENCES**

9.3.1 References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked shortlisted offeror or offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

9.4 NO CONTACT POLICY

9.4.1 After the date and time established for receipt of proposals by the County, any contact <u>initiated by an offeror</u> with any County representative, other than the Purchasing Department representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

9.5 **FURTHER INFORMATION**

9.5.1 Questions of a technical nature which may arise as a result of this Request for Proposal may be directed to Mike West with Capital Projects Management, (804) 796-7173. Any other questions may be directed to Donna R. Clarke, CPPB, Senior Contract Officer, (804) 748-1837 or by Internet E-mail to purchasing@chesterfield.gov.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #06-5137-9323.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, 498.4 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Chesterfield, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Chesterfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Chesterfield. Furthermore, offeror is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five per cent.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

Complete Legal Name of Firm: _			
			······································
Signature of Authorized Represe	entative:		
Typed Name and Title:			
Please provide the primary cont	act person f	or questi	ons and concerns relative to this project:
Contact Name and Title:			
Phone: ()	Fax: ()	Email:
			erfield County regarding our business. We understand all firms submitting proposals will receive equal
Minority Business Enterprise:	Yes	No	<u> </u>
Woman-Owned Business:	Yes	No	<u> </u>
Chesterfield Business:	Yes	No	

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES, AND CHESTERFIELD BUSINESSES

Project/Contract Name/Number:

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

(This form will be sent to the contractor by the Purchasing Department for completion at the time of award/renewal, as appropriate.)

Name and Address of Subcontractor/Supplier	(√) MBE	(√) WOB	(√) CB	Commodity or Service	Dollar Amount
			ınl		
		4111			

Form Prepared By:(Type or Print)	
Complete Legal Name of Firm:	Date:
Contractor hereby certifies that the above information is correct	;.
I have no MBE, WOB or CB applicable to this contract	_(\sqrt{)}
If a continuation of this list of subcontractors/suppliers is needed	d, please attach additional pages to this form.